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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 24th May, 2024

No. 13/2/122-HII(2)-2024/8272.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 8/2023** dated **26.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

1. SUNIL KUMAR S/O SH. RAJBIR SINGH 2. SURJIT SINGH S/O SH. GURDEV SINGH
3. HARJINDER SINGH S/O SH. LAKHWINDER SINGH 4. BHUPINDER SINGH S/O SH.
PYARA SINGH 5. SHAKTI SINGH S/O SH. VIJAY SINGH 6. HARJOT SINGH S/O SH. DALIP
SINGH 7. HARIKESH S/O SH. JIYA LAL 8. DINESH KUMAR S/O KARAM CHAND 9. PREM
SINGH S/O SH. HARBANS SINGH 10. GURDEEP SINGH S/O SH. KULWANT SINGH
11. MAHAR SINGH S/O SH. AMAR SINGH 12. GURVINDER SINGH S/O SH. KULWANT
SINGH 13. KARMVIR S/O SH. RAJBIR SINGH 14. JASBIR SINGH S/O SH. SARWAN SINGH
15. GURNAM SINGH S/O SH. SANT SINGH 16. RAKESH KHATRI S/O SH. JIWAN LAL
17. KULDEEP SINGH S/O SH. MAMRAJ SINGH 18. NAVEEN KUMAR S/O SH. RAM
KUMAR 19. HARDEEP SINGH S/O SH. SATPAL SINGH 20. PARAMJEET SINGH S/O SH.
HUKAM SINGH 21. TARJEET SINGH S/O SH. SATVINDER SINGH 22. TARANJEET
SINGH S/O SH. SUCHA SINGH 23. MANJEET SINGH S/O SH. HAZARA SINGH 24.
RAKESH KUMAR S/O SH. RAM KRISHAN 25. PARDEEP KUMAR S/O GIAN CHAND

ALL WORKING AS DRIVERS WITH FIRE AND EMERGENCY SERVICES MUNICIPAL CORPORATION, U.T. CHANDIGARH THROUGH DULY AUTHORIZED REPRESENTATIVE SH. SUNIL KUMAR AND SH. SURJIT SINGH. (Workman)

AND

1. THE PRINCIPAL SECRETARY, CHANDIGARH ADMINISTRATION, LOCAL GOVERNMENT, U.T. CHANDIGARH.
2. THE MUNICIPAL CORPORATION, U.T. CHANDIGARH (FIRE AND EMERGENCY SERVICES) THROUGH ITS COMMISSIONER.
3. JOINT COMMISSIONER.CUMCHIEF FIRE OFFICER, MUNICIPAL CORPORATION, U.T. CHANDIGARH. (Management)

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AWARD

1. Sunil Kumar & 24 Others (*here-in-after referred "workmen"*) has presented industrial dispute under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short called "ID Act"*).

2. Briefly stated the averments of claim statement are that workmen are working as Drivers with Municipal Corporation (*here-in-after MC*), Chandigarh and in their meeting dated 29.12.2021, which have been attended by 31 Drivers out of the total strength of 37 Drivers decided unanimously and authorised Shri Sunil Kumar and Shri Surjit Kumar, Drivers to file demand notice and to sign other pleadings and to engage services of Authorised Representative to pursue the case before the Presiding Officer, Labour Court, U.T. Chandigarh regarding case of their promotion.

3. It is further averred that the workmen are working as Drivers since long with MC with devotion and were never found un-wanting in performance of their duties. Duties of Drivers are classified as emergency service and have to be ready all the time and to rush to a place of call without any wait. The particular of the workmen are as under :-

<u>Sr. No.</u>	<u>Name</u>	<u>Father's Name</u>	<u>Date of Joining</u>
1.	Sunil Kumar	Rajbir Singh	11.01.2002
2.	Surjit Singh	Gurdev Singh	25.01.1994
3.	Harjinder Singh	Lakhwinder Singh	30.08.1993
4.	Bhupinder Singh	Pyara Singh	18.01.1994
5.	Shakti Singh	Vijay Singh	30.03.2006
6.	Harjot Singh	Dalip Singh	18.01.2002
7.	Harikesh	Jiya Lal	07.04.2006
8.	Dinesh Kumar	Karam Chand	13.08.2010
9.	Prem Singh	Harbans Singh	18.01.1994
10.	Gurdeep Singh	Balvant Singh	18.01.1994
11.	Mahar Singh	Amar Singh	31.03.2006
12.	Gurvinder Singh	Kulwant Singh	29.03.2006
13.	Karmvir	Rajbir Singh	26.08.2010
14.	Jasbir Singh	Sarwan Singh	18.01.1994
15.	Gurnam Singh	Sant Singh	11.01.2002
16.	Rakesh Khatri	Jiwan Lal	09.01.2002
17.	Kuldeep Singh	Mamraj Singh	17.08.2010
18.	Naveen Kumar	Ram Kumar	23.08.2010
19.	Hardeep Singh	Satpal Singh	10.06.1993

20.	Paramjeet Singh	Hukam Singh	29.03.2006
21.	Tarjeet Singh	Satvinder Singh	29.03.2006
22.	Taranjeet Singh	Sucha Singh	29.03.2006
23.	Manjeet Singh	Hazara Singh	13.08.2010
24.	Rakesh Kumar	Ram Krishan	31.03.2006
25.	Pardeep Kumar	Gian Chand	29.03.2006

4. It is further averred that the workmen / Driver are performing very important duties and work. Drivers are responsible to repair and up-keep the vehicle mechanically in proper condition and their pumps under their In-charge. Workmen have to up-keep other equipments ready to regularly test the vehicles, pumps and other equipments. They are also to maintain the inventory of equipments, record of time at work, the duties of Drivers are more risky and of responsibility then to Fireman because firstly they have to immediately reach to the place of incident as soon as possible and then join Fireman in extinguishing fire. Other employees in the emergency & fire wing of MC are Fireman, who are appointed in same pay scales to Drivers, but, they have chances of promotion to the post of Leading Fireman and then to the post of Sub-Fire Officers, but no chances of promotions have been made to the post of Drivers. Moreover, Fireman shall get ACP pay scale on completion of 4, 9, 14 years of service on each post, including on promotional pay scale. MC while framing certified standing orders in 2015 the most of the provisions have been adopted from standing order of MC Delhi. Under MC Delhi rules earlier there were also no chances of promotion to the post of Drivers. The Drivers working with MC Delhi approached Hon'ble Central Administrative Tribunal, Delhi by way of O.A. which was allowed and MC Delhi was directed to create promotional avenues of promotion to the post of Drivers working with MC Delhi. MC Delhi challenged the order of Hon'ble CAT before Hon'ble High Court of Delhi by way of CWP No.6194 of 2001, which was also dismissed on 13.05.2008. Thereafter, MC Delhi approached Hon'ble Supreme Court and Hon'ble Supreme Court also dismissed the petition of MC Delhi. In view of the above decision then the MC Delhi created the avenues of promotions to the cadre of Drivers in MC Delhi as under vide letter dated 24.09.2009.

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|----|--------------------|--|
| 1. | Driver Grade - I | Sub-officer in the pay scale of ₹ 1600-50-2300-EB-50-2660 + all allowances attached to the post. |
| 2. | Driver Grade - II | Leading Fireman in pay scale of ₹ 1320-30-1500-EB-40-2040 + All allowances attached to the post |
| 3. | Driver Grade - III | Fireman Pay scale ₹ 975-25-1150- EB-30-1660 + all allowances attached to the post |

At the time to appointment they are given designation of Driver Grade - III, after 10 years as Driver Grade - II and then to the post of Driver Grade - I. They also granted ACP scale on each post after completion of requisite length of service for ACP scale, on each post. In similar manner in State of Haryana in Fire & Emergency Wing of MC Drivers are promoted to the post of Leading Fireman and then to the post of Assistant Fire Station Officer. In Chandigarh Housing Board Chandigarh Drivers are promoted to the post of Senior Driver in higher pay scale. The Hon'ble Supreme courts have held in many cases that there must be promotional avenues in each cadre of service because opportunity for advancement in service is required for progress of any organization and incentive for personnel development whereas stagnation degenerate the efficiency of employee. The Hon'ble Supreme Court has held in a judgment, reported in 2004 AIR SC 1249, that State is constitutionally

obliged to create promotional avenues in all cadre of service. Merely because employees has accepted terms & condition of offer of appointment knowing fully well that there was no promotional avenue, it is no ground to leave him without being promoted throughout his career. The workmen made a representation dated 30.03.2016 to managements for creation of promotional avenues in same manner as promotional avenues are available to the Drivers in MC Delhi, MC Faridabad, Housing Board Chandigarh but all in vain. Chandigarh MC have already adopted risk allowances and many other allowance as are being paid to the employees of MC Delhi. On the representation of workmen MC Chandigarh sought classification from MC Delhi, who informed vide letter dated 12.06.2019 that they have created Trifurcation scheme for Drivers working in fire & emergency service MC Delhi, as created as per the direction of Hon'ble Supreme Court. The workmen again made representation dated 18.02.2021, but no steps are being taken in this respect. Prayer is made that the reference of the workmen may kindly be accepted and managements be directed to create promotional avenues to the cadres of Drivers on the same terms as promotional avenues have been created to the Drivers of the MC Delhi by amending the standing orders / rules suitably in the interest of justice or to pass any other order or orders this Court deems fit and proper under the facts and circumstances of the case.

5. On notice, the managements No.1 to 3 contested the claim statement by filing joint written statement on 24.03.2024 wherein preliminary objections are raised on the ground that the claim statement is without any merits and not maintainable qua management No.1 to 3. The matter does not come under the industrial dispute. Hence, this Court has no jurisdiction to entertain any such matter in present form. As per Municipal Corporation, Chandigarh Service Regulations, 2011 (*here-in-after in short 'Regulations 2011'*) notified on 15.06.2015, there is no promotional channel for the post of Drivers in the Fire & Rescue Services of Municipal Corporation, Chandigarh. The posts of Drivers are to be filled by 100% by direct recruitment. In view of rule & policy, there is no scope of promotion for the post of Drivers in the Fire & Rescue Services of Municipal Corporation, Chandigarh as per notification dated 15.06.2015.

6. Further on merits, it is stated that meeting dated 29.12.2021 held by the workmen and the decision taken therein is a matter of record. The name of the Drivers and their date of joining as mentioned in the claim statement is admitted being matter of record. Regarding duties of Drivers as per the standing orders framed for the formation and working of Fire Brigade in State as required under Rule 3(a) of the Punjab Municipal Fire Brigade Rules, 1977 (*here-in-after in short 'Rule 1977'*) as resolved by the General House of the MCC adopted by the Chandigarh Administration vide Memo No.6/1/628/FII(9)-2014/10715 dated 16.12.2014 and further adopted by the MCC vide Endorsement No.CMC/Estt./E-1/2015/1775 dated 19.03.2015 is as under :-

- a. To be available at his station, to which he is posted while on duty.
- b. To obey implicitly all orders of his seniors and superiors.
- c. To be responsible for running repair, proper up-keep and mechanically condition, maintenance and movements of the vehicles and pumps under his charge. He shall also be jointly responsible with the Leading Fireman for the proper maintenance and stowing of equipments and gears that are carried on appliances or kept at the station.
- d. To test at least thrice a day, the fire fighting appliances in his charge to make sure that the same are in serviceable conditions and to record the same, and to report any defects immediately that he may come across to the Leading Fireman or Sub-Fire Officer in charge of his shift.
- e. To keep an inventory of all articles and equipments under his charge and also to maintain a record of time at work, road mileage, petrol, diesel and oil consumed by the vehicles and pump in his charge.

- f. To carry out any other duty not specified above, relating to the maintenance and operation of fire appliances, motor vehicles, pumps or other fire fighting equipments and resource gears etc as may be ordered by the officer in charge

7. It is further stated that ACP benefits are being provided to the Drivers of Fire & Rescue Services, MC, Chandigarh. It is a matter of record that MC while framing certified standing order in 2015, most of the provisions have been adopted from standing orders of MC, Delhi. It is a matter of record that MC, Delhi created the avenues of promotions to the cadre of Drivers in MC, Delhi vide letter dated 24.09.2009. As per Chandigarh Housing Board (Officers and Servants) Service Regulations, 2003 issued vide notification No.HB(S)/EA-1/2003/5201 dated 17.10.2003, there is one promotional post of Senior Driver to be filled up amongst the Drivers with five years regular service in the cadre. The representation dated Nil of Sunil Kumar - Driver and others was considered / examined by the Office of Fire & Rescue Services, MC, Chandigarh and the same was filed by the Commissioner, MC, Chandigarh vide order dated 22.07.2019 and accordingly conveyed to the official vide letter No.F&EW/2019/4950 dated 29.07.2019. Rest of the contents of the claim statement are replied in a formal manner and prayer is made that claim statement may be dismissed.

8. Workmen filed rejoinder wherein the contents of the written statement except admitted fact are denied as wrong and averments of claim statement are reiterated.

9. From the pleadings of the parties, following issues were framed vide order dated 12.04.2023 :-

1. Whether the respondents-managements are liable to create promotional avenues to the cadres of Drivers in the same terms as promotional avenues have been created to the Drivers of the M.C. Delhi by amending the standing orders / rules, as prayed for ? OPW
2. Whether this Court has no jurisdiction to entertain the present claim statement ? OPM
3. Whether the claim statement is not maintainable ? OPM
4. Relief.

10. In evidence, workman Sunil Kumar (Driver) examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' to Exhibit 'W8'.

Exhibit 'W1' is standing order published in Chandigarh Administration Gazette dated 15.06.2015.

Exhibit 'W2' is order dated 09.07.2001 passed in O.A. 1791 of 2002.

Exhibit 'W3' is order dated 13.05.2008 passed by Hon'ble Delhi High Court in WP (C) No. 6194/2001.

Exhibit 'W4' is order dated 09.02.2009 passed by Hon'ble Supreme Court of India in Civil Appeal No. 1281 of 2009.

Exhibit 'W5' is letter dated 24.09.2009 passed by MC Delhi in compliance of the order dated 09.02.2009 passed by Hon'ble Supreme Court.

Exhibit 'W6' is representation dated 03.03.2016.

Exhibit 'W7' is letter dated 12.06.2019.

Exhibit 'W8' is representation dated 18.02.2021.

11. On 07.02.2024 Learned Representative for the workmen closed evidence in affirmative.

12. On the other hand, management examined MW1 Neelam Devi - Superintendent, Fire & Rescue Services, MC, Chandigarh, who tendered her affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M5'.

Exhibit 'M1' is office order dated 23.02.2015 issued by Commissioner, Municipal Corporation Chandigarh.

Exhibit 'M2' is letter dated 16.12.2014 issued by Joint Secretary / Local Govt. for Secretary Local Govt. Chandigarh Administration relating to implementation of standing order.

Exhibit 'M3' is standing orders framed for the formation and working of the Fire & Emergency Service, MC in the U.T. Chandigarh as required under Rule 3-A of Punjab Fire Brigade Rules 1977.

Exhibit 'M4' is gazette notification dated 15.06.2015 of Govt. of India, Chandigarh Administration.

Exhibit 'M5' is letter memo No. F&EW/2019/4950 dated 29.07.2019 issued by Additional Commissioner - III, Municipal Corporation, Chandigarh to Sunil Kumar & Ors. (Drivers) Fire Station, Sector 17, H.Q. Chandigarh.

13. On 11.03.2024 Learned Representative for the management closed oral evidence. On 22.03.2024 Learned Representative for the management closed documentary evidence.

14. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as under :-

Issue No. 1 :

15. Onus to prove this issue is on the workmen.

16. Under this issue Sunil Kumar working as Driver with Fire & Emergency Services, MC, U.T. Chandigarh examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W8'.

17. On the other hand, management examined MW1 Neelam Devi - Superintendent, Office of Fire & Rescue Services, MC, Chandigarh, who vide her affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement which are not reproduced here to avoid repetition. MW1 supported her oral version with documents Exhibit 'M1' to Exhibit 'M5'.

18. From the oral as well as documentary evidence led by the parties, it comes out that admittedly the workmen are working on the post of Drivers under the managements. Some of the Drivers are working since 1993 and some are working since 1994 etc., as fully detailed in the claim statement. It is admitted case of the parties that there are no promotional avenues to the post of Drivers working under the managements whereas other cadres working with the managements have chances of promotion. Fireman is entitled for promotion to the post of Leading Fireman on completion of 6 years of service as Fireman. Leading Fireman is entitled for promotion to the post of Sub-Fire Officer on completion of 5 years services of Leading Fireman. Sub-Fire Officer is entitled for promotion to the post of Station Fire Officer on completion of 3 years of service on the post of Sub-Fire Officer and Station Fire Officer is entitled for promotion to the post of Chief Fire Officer on completion of 5 years of service on the post of Station Fire Officer. But Drivers are retired from the same post of Drivers. In the similar manner, ministerial employees are entitled for promotion to the post of Senior Clerk, Junior Assistant, Senior Assistant and then to the post of Office Superintendent. Apart from promotion to these employees they are also given ACP scales on every post including on promotional post. To support his arguments Learned Representative for the workmen referred cross-examination of MW1 wherein she has admitted as

correct that Driver, Fireman, Station Fire Officer are appointed on direct recruitment in their department. Class - IV employees are engaged through outsource in our department. The Fireman is promoted to the post of Leading Fireman then Sub-Fire Officer thereafter Station Fire Officer to the extent of 50% of promotion quota. Station Fire Officer is promoted to the post of Chief Fire Officer. It is correct that the ACP Scale is also given to each and every post including on promotional post on completion of 4, 9 and 14 years of service. MW1 voluntarily stated that ACP is granted as per the Govt. Rules. MW1 further stated that there is no avenue of promotion to the post of Driver and voluntarily stated that there is no rule of promotion to the Driver under Municipal Corporation Fire Brigade, Rules 2011 (*here-in-after 'Rules 2011'*) notified in 2015 and Standing Orders 1977. Rules 2011 are framed by MC Chandigarh and adopted by their department. MW1 admitted as correct that cadre of Driver is not a dying cadre with the management. MW1 voluntarily stated that on retirement of a Driver, fresh Driver is engaged at his place. It is argued by Learned Representative for the workmen that at least 2 or 3 promotional avenues may also be treated for the post of Drivers in the light of the instructions of the Hon'ble Supreme Court in the judgment reported in **2008(5) SCC 100 titled as Food Corporation of India & Others Versus Parashotam Das Bansal & Others**. Learned Representative for the workmen submitted that the law laid down in **2008(5) SCC 100** has been followed by the Hon'ble High Court of Punjab & Haryana in **Sudama Ram Sharma Versus Panjab University, Chandigarh** reported in **2001(3) SCT 1099**.

19. It is further argued by Learned Representative for the workmen that in the similar manner there were no chance of promotion to the post of Drivers working with MC Delhi. The managements have followed many rules from standing orders of Delhi MC while framing their own standing orders and rules such as risk allowance and conveyance allowance. The Drivers of MC Delhi approached the Hon'ble Central Administrative Tribunal, Delhi Bench with a prayer that MC Delhi be directed to frame policy for their promotion by filling OA No.1771 of 2000. The MC Delhi challenged the order of Hon'ble Central Administrative Tribunal before the Hon'ble High Court of Delhi by way of filling WP(C) No.6194 of 2001, which was disposed off on 13.05.2008 and uphold the judgment of Hon'ble Central Administrative Tribunal with certain modification. Thereafter, MC Delhi approached Hon'ble Supreme Court by way of filling SLP No.1281 of 2009 and same was also dismissed. After dismissal of the SLP by the Hon'ble Supreme Court, framed the policy for promotion to the post of Drivers as Driver, Drivers Grade - II (Leading Fireman) and then to the post of Driver Grade - I (Sub Fire Officer). Since there are no promotional avenue to the post of Drivers against which the workmen are working, therefore, as per law settled by the Hon'ble Supreme Court, workman are entitled for the promotional avenues in the same manner as promotional avenue have been created to the Drivers of Delhi MC. In Housing Board Chandigarh also promotional avenues have been provided to the post of Drivers. Learned Representative for the workmen further argued that this Tribunal is competent to give directions to the managements to frame the policy for promotion to the post of Driver. To support his arguments Learned Representative for the workmen referred the case law titled **The State of Bihar Versus The Presiding Officer, Industrial Tribunal, Patna & Others, 1977 LIC 803; M.C.D. Versus Jai Singh, 2007(3) SCT 721 and Tamilnadu Terminated Full Time Temporary LIC Employees Association Versus Life Insurance Corporation of India & Others, 2015(2) SCT 567**.

20. On the other hand, it is argued by Learned Representative that the Tribunal is not competent to give directions to lay down the policy or to issue directions to create promotional avenues. The matter falls exclusively within the purview of appropriate Government. To support her arguments Learned Representative referred the judgment of Hon'ble Supreme Court of India in **Tech. Executive (Anti Pollution) Welfare Association Versus Commissioner of Transport & Another reported in (1997)3 SCT 168**.

21. To my opinion, the law down in the judgments reported in **1977 LIC 803, 2007(3) SCT 721 and 2015(2) SCT 567 (supra)** referred by Learned Representative for the workmen is well recognised by this

Tribunal but the ratio of the rulings is not applicable to the facts of the present case. The judgment of Hon'ble Supreme Court referred by Learned Representative reported in **(1997)3 SCT 168 (supra)** is applicable to the facts of the present case to an extent wherein it has been held as below :-

"It would be seen that, admittedly, members of the appellant-Association are Technical Anti-Pollution Level Test Inspectors. Under the Motor Vehicle Act, the cadre of Motor Vehicle Inspectors has statutory base and, therefore, the Motor Vehicle Inspectors are distinct from T.A.P.L.T. Inspectors represented through the appellant-Association. When we had put a question to Shri Krishnamani, learned senior counsel, whether the appellants are entitled to claim under the statutory rules, to be on par with junior Motor Vehicle Inspectors, he admitted that they are not members of the same cadre or service and are not governed by the Rules. Therefore, they cannot have any parity with a statutory cadre officers. It would be for the appropriate Government to take policy decision. The Tribunal is not competent to give directions to lay down the policy or to issue directions to create promotional avenues. Such a direction would amount to entrenching upon area of policy making which is exclusively within the purview of the appropriate Government. The Tribunal, therefore, was right in rejecting the application and holding that there was no contempt."

22. In view of the discussion made above, this Tribunal is not competent to give directions to lay down the policy or to create promotional avenues for the post of Drivers working with managements No.1 to 3. It is within the purview of the appropriate Government to lay down the policy or to create the promotional avenue to the post of Driver.

23. Accordingly, this issue is decided against the workmen and in favour of the managements.

Issues No. 2 & 3 :

24. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

25. Onus to prove both these issues is on the management. Both these issues are not pressed during the course of arguments.

26. Accordingly, both these issues are decided against the management and in favour of the workmen.

Relief :

27. In the view of foregoing finding on the issue No.1 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 26.03.2024.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 24th May, 2024

No. 13/2/124-HII(2)-2024/8274.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **70/2021** dated **28.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANJEEV KUMAR S/O SH. RATTAN CHAND, H.NO.83, VILLAGE DADUMAJRA, U.T. CHANDIGARH. (Workman)

AND

M/S SAHEB DIGITAL PHOTO LAB., SCO NO.1034, SECTOR 22-B, CHANDIGARH
THROUGH ITS PROPRIETOR. (Management)

AWARD

1. Sanjeev Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed as Printer by the management about 15 years back. The workman remained in continuous employment up to 24.05.2020 when his services were illegally wrongly terminated by refusing of work. The workman was drawing ₹ 18,000/- as wages per month. On 24.03.2020 the workman went to attend his normal duty but he was refused work by the management on the pretext of lock down due to COVID-19. The workman was asked to report for duty after lifting of lock down. The management assured the workman that he will be paid wages for the lock down period. The workman reported for duty on 25.05.2020 but he was refused work by the management without assigning any reason and notice. Since then the workman was regularly visiting the work place but the work was refused to him on one pretext or other. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman lodged a complaint dated 22.09.2020 with the Labour Inspector, U.T. Chandigarh for his reinstatement and other legal dues as such as wages for six months. The management appeared before the Labour Inspector once only and did not settle the dispute. For his reinstatement the workman served upon the management a demand notice dated 18.12.2020. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The management did not appear before the Conciliation Officer on any date fixed for settlement. The workman remained unemployed during the period i.e. from the date of termination to till date. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and without any change in his service condition.

3. On notice issued for 13.09.2021 the management was served through Sh. Raju. None appeared on behalf of the management despite service. Vide order dated 13.09.2021 the management was proceeded against ex-parte.

4. In ex-parte evidence, workman Sanjeev Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 28.03.2024 Learned Representative for the workman closed ex-parte evidence on behalf of the workman.

5. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case, workman Sanjeev Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

7. From the evidence led by the workman, it is established that the workman joined as Printer with the management about 15 years back. On 24.03.2020 the workman went to attend his normal duty but he was refused work by the management on the pretext of lock down due to COVID-19 with direction to report for duty after lifting of lock down. The workman reported for duty on 25.05.2020 but he was verbally refused work by the management without assigning any reason and notice. The workman remained in continuous service of the management up to 24.05.2020 and thus completed continuous service of more than 240 days in 12 calendar months preceding termination. Therefore, workman fulfils the requirement of Section 25B of the ID Act. Once, the requirement of Section 25B of the ID Act is fulfilled, the management / employer before terminating the services is bound to comply with the conditions precedent for retrenchment as envisaged in Section 25F of the ID Act. By Section 25F of the ID Act a prohibition against retrenchment, until the conditions prescribed by that section are fulfilled is imposed. For better appreciation Section 25F of the ID Act is extracted herein below :-

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year underan employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

8. The workman has specifically alleged that before termination of his services neither any charge sheet was issued nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. The testimony of workman / AW1 has gone un-rebutted and un-challenged as none appeared on behalf of the management prove compliance of the conditions laid down in Section 25F of the ID Act and to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman.

9. In view of the reasons recorded above, the termination of services of the workman is illegal being in violation of Section 25F of the ID Act and the same is hereby set aside.

10. Workman has specifically pleaded that from the date of termination till date he has remained unemployed.

11. In view of the discussion made above, the workman is held entitled to reinstatement with continuity of service and 50% back wages. Accordingly, this industrial dispute is ex-parte allowed. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 28.03.2024.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 24th May, 2024

No. 13/2/121-HII(2)-2024/8276.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **63/2022** dated **28.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MANOJ RAMOLA, H. NO. 32, OLD INDRA COLONY, MANIMAJRA, CHANDIGARH
(Workman)

AND

M/S NEERA ENTERPRISES, PLOT NO.69, INDUSTRIAL AREA, PHASE - II,
CHANDIGARH THROUGH ITS MANAGER (Management)

AWARD

1. Manoj Ramola, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Truck Driver on 01.05.2015. The workman remained in the uninterrupted employment up to 08.05.2021 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹ 15,940/- per month as wages for 9 hours duty. The workman was not covered under the ESI scheme. The workman was paid less bonus as compared to other workers. The workman regularly demanded that he should be paid bonus equal to other employees and also he should be covered under the ESI scheme as his nature of job is of serious nature and eight hours duty but the management denied it on one pretext or other. On 08.05.2021, the workman again raised his demands. The management instead of acceding the just and genuine demand of the workman refused him work without assigning any reason and notice. For his reinstatement the workman lodged a complaint dated 03.06.2021 with the Labour Inspector, U.T. Chandigarh but dispute could not be settled at the level of Labour Inspector. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management appointed fresh person in his place, which is a violation of Section 25H of the ID Act. For his reinstatement the workman served upon the management a demand notice dated 04.10.2021. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the dispute could not be settled within the stipulated period. During conciliation meetings, the management alleged that the workman was not covered under the ESI scheme because he was getting ₹ 18,400/- per month as wages, which is otherwise wrong and incorrect. Termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained un-employed during the period i.e. from the date of termination to till date and without any change in his service condition. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and without any change in his service condition.

3. On notice, management contested the claim statement by filing written reply on 14.03.2023 wherein preliminary objections are raised on the grounds that the present demand notice under Section 2A of the ID Act is not maintainable. The workman himself left the services of the management. The workman has concealed the material and true facts from this Court. The claim statement is neither verified nor supported by any affidavit.

4. Further on merits, it is stated that the workman has joined the services of the management as Driver on 09.04.2018 and not on 01.01.2015. The workman was drawing ₹ 18,400/- as monthly wages. The workman is not entitled to be recovered under the EPF scheme as he was drawing salary about ₹ 18,400/-. The duty hours of the workman were only for 8 hours. The workman never worked beyond the working hours. The workman has never raised any issue in respect of his working hours and never raised any demand. The workman himself left the services of the management. The workman remained in service w.e.f. 09.04.2018 to 08.05.2021. Only 7 days of wages are left, which the management is ready to pay. The workman has left the services of the management of his own. The workman has taken an advance of ₹ 30,000/- which he has not paid yet. When the workman has left the services, he has taken up quarrel with Accountant on petty issue and abused him in front of other workers. Even after 08.05.2021 the Representative of the management has caught him and made many mobile calls and asked him to join the duties but he has not given any positive response. Only after the expiry of three days, when the workman had not turned up, the management has appointed another person as Driver as there was great necessity of the Driver in the management / industry. Presently also the workman is gainfully employed and earning his livelihood. The workman has left the services as his own and never turned up as such there was no necessity to hold any detailed inquiry. The workman is not entitled for any relief under the ID Act. Rest of the averments of claim statement are denied as wrong and prayer is made that the claim statement may be dismissed.

5. The workman filed rejoinder, wherein the contents of written reply are denied as wrong except the admitted facts of the claim statement and the averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 11.04.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether the claim statement is not maintainable ? OPM
4. Relief.

7. In evidence, workman Manoj Ramola examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 10.10.2023 the workman closed his evidence in affirmative.

8. On the other hand, management examined MW1 Iqbal Singh - Accounts Officer, M/s Neera Enterprises, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M4' and Exhibit 'M4/1' to Exhibit 'M4/2'.

Exhibit 'M1' is authority letter dated 08.11.2023.

Exhibit 'M2' is letter dated 11.10.2021.

Exhibit 'M3' is letter dated 11.10.2021 written to workman regarding offer of job.

Exhibit 'M4' is letter dated 25.10.2021 offering job to the workman.

Exhibit 'M4/1' is postal receipt dated 14.10.2021.

Exhibit 'M4/2' is postal receipt dated 26.10.2021.

9. On 07.03.2024 Learned Representative for the management closed oral evidence. On 28.3.2024 Learned representative for the management closed the documentary evidence.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 & 2 :

11. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

12. Onus to prove both these issues is on the workman.

13. Under these issues, workman Manoj Ramola examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

14. On the other hand, management examined MW1 Iqbal Singh, who vide his affidavit Exhibit 'MW1/A' deposed that he is working as Accounts Officer with the management and is fully conversant with the facts of the present case. The workman has joined the management as Driver on 09.04.2018 and has worked till 08.05.2021. The workman was drawing ₹ 18,400/- as monthly wages. The workman is not entitled under EPF scheme as he has worked only for 8 hours and has never worked beyond the working hours. The services of the workman were never terminated. The workman has left the services of his own. Only seven days of wages are remained unpaid. The workman has taken an advance of ₹ 30,000/-, which he has not paid yet. The workman has quarrel with him and abused him in front of other workers. Even after 08.05.2021 the management had called the workman and asked to join his duties but the workman has not given any response. Only after expiry of 3 days when the workman has not turned up, the management has appointed another person as Driver as there was necessity of the Driver in the management. The workman is gainfully employed and is plying auto and is not interested in doing the job. The workman is not entitled for any compensation. The salary of the workman was not ₹ 15,940/-. The workman was also offered job of Driver in another sister concerned of the management but the workman has not given any response. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M4' and Exhibit 'M4/1' and Exhibit 'M4/2'.

15. From the oral as well as documentary evidence led by the parties, it comes out that the workman joined as Driver with the management. The workman has alleged that he joined on 01.05.2015 whereas the management has alleged that the workman joined on 09.04.2018. So far as date of joining is concerned, it is for the management-employer to prove on record the appointment letter of the workman. MW1 in his cross-examination stated that whosoever is engaged, the management-company issue appointment letter to him. MW1 further stated that the management company did not issue appointment letter to the workman. The above mentioned version of MW1 would lead to the inference that the management had withheld the best evidence i.e. the appointment letter. In the absence of appointment letter which was required to be produced on record by the management-employer, there is no reason to disbelieve the version of AW1 that he joined on 01.05.2015 with the management.

16. The workman has alleged that he remained in uninterrupted employment of the management up to 08.05.2021 when his services were illegally and wrongfully terminated by the management by refusing work. On the other hand, management has alleged that the services of the workman were never terminated and the workman has left the services by his own. The management has not disputed the fact that the workman remained in employment of the management up to 08.05.2021. MW1 in his cross-examination admitted as correct that the workman has worked with the management for more than 240 days preceding to the date of his termination. In this manner, the workman is proved to have completed more than 240 days of continuous service in 12 calendar months preceding termination. Thus, workman fulfills the requirement of Section 25B of the ID Act. Once the workman fulfils the requirement of Section 25B of the ID Act, the provisions of Section 25F of the ID Act is attracted which lays down the conditions that an employer must comply, on retrenchment of a workman. In the present case, Learned Representative for the management argued that there was no requirement to comply with the provisions laid down under Section 25F of the ID Act because the workman has abandoned the job. After dated 08.05.2021 the workman did not turn up for joining service. The management issued letter dated 11.10.2021 Exhibit 'M2' and letter dated 25.10.2021 Exhibit 'M4' to the workman whereby the workman was offered to join as a Helper with the management or in alternative he was offered to work with M/s JBR Overseas Solutions as Truck Driver at the same salary as there was no vacancy of truck Driver in the management firm and the management had appointed a new Driver after three days when he did not turn up and when he did not respond to mobile calls of their Supervisor. To prove the delivery of letters Exhibit 'M2', the management has placed on record postal receipt dated 14.10.2021 vide Exhibit 'M4/1' and to prove the delivery letter Exhibit 'M4' the management has placed on record the postal receipt dated 26.10.2021 Exhibit 'M4/2'. From the contents of Exhibit 'M2' and Exhibit 'M4', it is duly established that the management after a gap of three days from 08.05.2021 appointed a new Driver at the

place of the workman. There is no evidence of management to prove that before engaging a new Driver after a short gap of three days, the management had made any effort to recall the workman on duty. Abandonment or relinquishment of service is always a question of intention and normally such an intention cannot be attributed to an employee without adequate evidence in that behalf. Absence from duty for a short period of three days may be a misconduct and does not amount to voluntarily abandonment of service. In this case, the workman raised demand notice dated 04.10.2021 challenging termination of his services being illegal and seeking reinstatement with consequential benefits. It is only after the raising of demand notice the management had issued letter dated 11.10.2021 Exhibit 'M2' and letter dated 25.10.2021 / Exhibit 'M4' to the workman. As far as the offer mentioned in Exhibit 'M2' and Exhibit 'M4' is concerned, the workman was offered the alternative job of Helper with the management against his job of Truck Driver, which has entirely different job profile and in alternate the workman has offered the job of Truck Driver in a different firm i.e. M/s JBR Overseas Solutions. There is no document on record showing that M/s JBR Overseas Solutions is the sister concern of M/s Neera Enterprises. Besides, Exhibit 'M3' i.e. letter dated 11.10.2021 is addressed from JBR Overseas Solutions to the workman whereby JBR Overseas Solutions offered the job of Truck Driver to the workman till the vacancy is not there in Neera Enterprises. Thus, the offer letter dated 11.10.2021 / Exhibit 'M3' issued by JBR Overseas Solutions on the recommendations of M/s Neeraj Enterprises is for uncertain period i.e. till the vacancy is created with the management. Moreover, MW1 in his cross-examination stated that no letter was written to the workman for joining of duty after 08.05.2019. MW1 admitted as correct that after three days the management employed new Driver in the place of the workman. MW1 in his cross-examination further stated that the management has not offered job of Helper to the workman. From the facts & circumstances mentioned above, coupled with above referred cross-examination of MW1, it is duly established on record that the alternative positions offered by the management are inadequate. In case the workman absented for a short period of 3 days, at the most it amounts to misconduct for which the management was liable to initiate some sort of disciplinary proceedings against the workman but the same has not been done. Before terminating the services of the workman w.e.f. 08.05.2021 the management was required to comply with the conditions as laid down in Section 25F of the ID Act. For better appreciation Section 25F of the ID Act is extracted herein below :-

"25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

17. MW1 in his cross-examination admitted as correct that the management has not paid retrenchment compensation to the workman. MW1 admitted as correct that no charge sheet was issued for his alleged absence and no inquiry was held. From the aforesaid version of MW1, it is proved that the management has violated Section 25F of the ID Act.

18. As far as the management's plea that the workman has availed loan of ₹ 30,000/- is concerned, that has nothing to do with the termination of services of the workman.

19. The workman in his claim statement specifically alleged that from the date of termination to till date he has remained unemployed. When put to cross-examination AW1 / workman stated that at present he is not working anywhere. AW1 denied the suggestion as wrong that he is earning by plying auto. The

suggestion put to the witness / AW1 which is denied as wrong is no evidence unless proved otherwise. In the present case, there is no evidence of the management to prove that the workman is gainfully employed or that workman is earning by plying auto.

20. In view of the reasons recorded above, verbal order of termination of services of the workman w.e.f. 08.05.2021 is illegal being violative to Section 25F of the ID Act. Consequently, the workman is entitled for reinstatement with continuity of service and 50% back wages.

21. Accordingly, issues No.1 & 2 are decided in favour of the workman and against the management.

Issue No. 3 :

22. Onus to prove this issue is on the management.

23. The workman on being aggrieved from the act of the management which terminated his services illegally on 08.05.2021, was left with no other option than to raise industrial dispute by issuing demand notice. The workman is proved to have issued demand notice dated 04.10.2021. The conciliation proceedings in connection with the demand notice were conducted before the Assistant Labour Commissioner and Conciliation Officer, U.T. Chandigarh, which failed as per the failure report of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide letter bearing Memo No.2489 dated 01.11.2022. In view of failure report, whereby the workman was advised to approach the appropriate forum for the adjudication of his dispute, the workman presented the statement of claim before this Court on 18.11.2022. Thus, the workman has a valid cause of action and locus standi. The industrial dispute is well within the territorial jurisdiction of the present Industrial Tribunal / Labour Court. I do not find any defect so far maintainability of claim statement is concerned.

24. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

25. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is held entitled for reinstatement with continuity of service and 50% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 28.03.2024.

Secretary Labour,
Chandigarh Administration.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Correction Slip

The 31st May, 2024

No. 196 Rules/II.D.4.—New sub-rule 8 is inserted after existing sub-rule 7 for '*Civil matters*' in rule 3-A of Chapter 1 Part A(a) and new sub-rule (g) is inserted after existing sub-rule (f) for '*Criminal matters*' in rule 1-A of chapter 1 Part A(b) of the Rules and Orders of Punjab and Haryana High Court, Volume - V, in the following manner :-

"Part A of the Judicial record shall be kept in two parts. All CMs be tagged in a separate folder with separate page-marking with date-wise filing of miscellaneous applications. All the CMs shall be indexed and their status be shown in the index page. Whereas interim orders passed including on the miscellaneous applications shall be kept in the main file.

The pending and decided applications shall be indexed, decided applications shall be underlined with red pen and date of order be mentioned in index. A copy of order vide which CM has been disposed of be also attached with the respective CM, old flags already put on the CMs be removed and only flags on pending , applications shall be affixed."

BY ORDER OF HON'BLE THE ACTING CHIEF JUSTICE AND JUDGES

(Sd.) . . . ,

(ARUN KUMAR AGGARWAL),
Registrar (Rules),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Correction Slip

The 31st May, 2024

No. 197 Rules/II.D.4.—Rule 15 of Chapter 1, Part-A(a) of Punjab and Haryana High Court Rules and Orders, Volume-V is substituted in the following manner :-

15. Records in appeals against orders to be sent for only on Court's direction.-

Unless the Court orders for requisition of original record or a Photostat copy thereof, the records in Civil Revisions, First Appeals from Orders, Second Appeals from Orders, Execution First Appeals and Execution Second Appeals shall on admission be sent for immediately to be transmitted in the shape of scanned copy.

Provided that where proceedings in a case are pending before the lower Court, the original records, if called for, shall be sent a day prior to the actual hearing of the matter and the same shall be returned immediately after the hearing, unless specifically ordered to be retained by the Court.

BY ORDER OF HON'BLE THE ACTING CHIEF JUSTICE AND JUDGES

(Sd.) . . . ,

(ARUN KUMAR AGGARWAL),
Registrar (Rules),
for Registrar General.

CHANGE OF NAME

I, Rohit, S/o Prem Lal, R/o 372, First Floor, Sector 20-A, Chandigarh, have changed my name to Rohit Kumar.

[790-1]

I, Ravi Kumar, S/o Sh. Barwa Ram, R/o House No. 971, Sector 38 West, Dadu Majra, Chandigarh, declared that have changed the name of my minor son from Aarav Saksham to Saksham.

[791-1]

I, Sunil Kumar Gupta, S/o Rachna Ram, R/o House No. 2293, Sector-38 West, Dadu Majra Colony, Chandigarh. I have changed my name from Sunil Kumar Gupta to Sunil Gupta.

[792-1]

I, Renu Bala, W/o Sunil Gupta, R/o House No. 2293, Sector-38 West, Dadu Majra Colony, Chandigarh. I have changed my name from Renu Bala to Renu Gupta.

[793-1]

I, Krishen S Sharma, S/o Late Jawala Parshad Sharma, R/o # 3416/1, Sector 40-D, Chandigarh, have changed my minor son's name from Samarth Shandilya to Samrth Shndilya. Concerned note.

[794-1]

I, Anusuya Devi, W/o Sh. Naresh Kumar, R/o House No. 5188/B, Sector-38 West, Chandigarh, have changed my name from Anusuya Devi to Anu Sharma.

[795-1]

I, Avni Sikri, D/o Sandeep Kumar, R/o H. No. 3076/1, Sector 47-D, Chandigarh, changed my name to Avni.

[796-1]

I, Ashu Kumari, W/o Ashwani Kumar, # 3058, Sector 46-C, Chandigarh, have changed my name to Ashu.

[797-1]

I, Sultan Malik, S/o Mohamad Yasin, # 2007/2, Small Flats Maloya, Chandigarh, have changed my name to Ali Assan.

[798-1]

I, Sunita, D/o Lok Nath Pokhrel, W/o Vishnu Para Juli, # 80, Sector 9-B, Chandigarh, have changed my name to Sunita Para Juli.

[799-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."